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United States Department of Agriculture,

SERVICE AND REGULATORY ANNOUNCEMENTS.¹

INSECTICIDE AND FUNGICIDE BOARD.

No. 41.

N. J. 751-775.

[Approved by the Acting Secretary of Agriculture, Washington, D. C., July 29, 1922.]

NOTICES OF JUDGMENT UNDER THE INSECTICIDE ACT OF 1910.

[Given pursuant to section 4 of the Insecticide Act of 1910.]

751. Misbranding of "Tornado Bug Destroyer and Disinfectant." U. S. * * * v. James M. Worrell (Tornado Mfg. Co.). Plea of guilty. Fine, \$75 and costs. (I. & F. No. 873. Dom. No. 13919.)

On November 23, 1920, the United States attorney for the Southern District of Ohio, acting upon a report by the Secretary of Agriculture, filed in the District Court of the United States for said district, an information against James M. Worrell, trading as the Tornado Manufacturing Company, Columbus, Ohio, alleging shipment by said defendant, in violation of the Insecticide Act of 1910, on or about March 9, 1918, from the State of Ohio into the District of Columbia, of a quantity of "Tornado Bug Destroyer and Disinfectant," which was a misbranded insecticide and fungicide within the meaning of said act.

Misbranding of the article was alleged in substance in the information for the reason that certain statements borne on the labels affixed to each of the cans containing the article, and in certain circulars and booklets accompanying the same, to wit,

"Bug Destroyer kills bed bugs, moths, fleas, mosquitoes, chiggers, chicken lice and all kinds of vermin. Directions. Apply with sprayer. * * *

Directions The most economical way to use the Exterminator is with a good sprayer, or it can be applied with the hand, a rag or a feather. * * * Sprinkle it around the house or premises and it will not only kill all vermin but destroy all bad odors and make rooms sweet and wholesome.

"Dip a feather in the Exterminator and draw a line and the ants will not cross it. Put some of the Exterminator on a rag and place in pantry or on a table and ants will not come near it. Disinfectant The Exterminator is one of the finest disinfectants in the world."

(Circular) "Tornado Disinfectant and Germicide * * * Absolutely destroys the larvae or eggs of insects. * * * Destroys ants, fleas, moths, bed-bugs, carpet bugs, and all other insects.

Tornado Disinfectant and Germicide * * * Destroys disease germs and all obnoxious odors. * * * Tornado destroys smells, not by covering them with another smell, but by destroying their cause. Tornado is a disinfectant and

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deodorizer. In all hospitals, jails or other institutions where large numbers are congregated, the air becomes stale, fatal, impure and unwholesome and should be deodorized, spray freely with Tornado and in a few moments you deodorize the atmosphere within such apartments. * * * Odorless disinfectants purify only where they touch and are deadly poison. Tornado purifies both by its touch and pleasant smell. * * * Tornado is a disinfectant and deodorizer. * * * Smallpox, grip, typhoid, scarlet fever, malaria, yellow fever, etc., are all germ or pore diseases and are not alarming if proper preventatives are used to avoid contagion or spread of the disease. Even violent epidemics can be warded off by a thorough use of Tornado. In all cases where domestic animals (dogs, cats, etc.), have been permitted in sick rooms they should be thoroughly sprayed * * * Tornado is a germicide. Considered independent of its properties as an insecticide, killing the highest forms of insects, it is instantaneous death to the smaller and more delicate forms of life, such as disease germs and the various organisms with which the body or clothing may be infested. The application of Tornado, a deadly germicide, is a positive preventive against all contagious diseases. Tornado as a preventive of contagious diseases. Closing all windows and doors, use giant sprayer for disseminating Tornado until the enclosure has a vapor or smoke like appearance. The fluid being lighter than the atmosphere, every particle of air in the enclosure is thoroughly saturated, as Tornado permeates every nook, corner and crevice of the enclosure. Those who have been or are liable to be exposed, should spray body and clothing thoroughly.

For fleas. Close doors and windows, spray freely in the corners, around edges of carpets, sides of rooms, behind and under all heavy furniture, such as pianos, bookcases, etc., in all dark places, after which spray until room has a vapory or smoke-like appearance. Room should remain closed from two to three days.

For moths. * * * Where carpets are infested or likely to be, close doors and windows and use in same manner as for exterminating fleas. * * *

Odorless disinfectants purify only where they touch and are deadly poison. Tornado purifies both by its touch and pleasant smell. Tornado is non-corrosive, does not evaporate and is absolutely harmless to handle.

Tornado for mange on domestic animals. Spray the animal thoroughly at least three times a week for one month. If the hair is long, it is best to cut it or rub in thoroughly with the hands."

(Booklet) "Bugs. How to destroy them is the object of this booklet. The vehicle of destruction is the famous exterminator called 'Tornado Bug Destroyer'. It exterminates. It is well named 'Tornado' because it makes a 'whirlwind' finish of all insect life, wherever and whenever used. Destroys the larva. It not only kills every kind of insect and contaminating species of vermin, but effectually destroys the larva. It is not alone an insecticide and vermin destroyer, but a powerful and effectual germicide—and purifies and disinfects. * * * It searches and penetrates every crack and crevice, thus positively insuring a complete extermination of the pests aimed to destroy. * * * Insect pests, such as flies, roaches, fleas, mosquitoes, etc., are known disease conveyors, and this extermination is an important step towards keeping the spread of infectious diseases confined. 'Tornado Bug Destroyer' is one of the most effectual insecticides known, and will rid the premises of all those dangerous pests. * * * The unflinching efficiency of 'Tornado' is guaranteed, if used according to directions in the booklet, or on labels on container and price will be refunded if claims made for it, under conditions stipulated, are not verified. * * * This is the sprayer that sprays the spray of Tornado Liquid the bugs to slay.

The sprayer, while especially planned to facilitate the use of the fluid in directions mentioned, performs thoroughly the functions of a deodorant; as a liberal expunging of the fluid in the air of the rooms, and abiding places generally purifies the atmosphere. * * * Livery men are large users of 'Tornado' as are grocers, restaurant keepers, schools, etc., to destroy unpleasant or unsavory odors. * * * For the sick room 'Tornado' is the ideal deodorant and purifier. It has a pungent, aromatic odor, very pleasant, and gives a sweet, refreshing tone to the atmosphere. A deodorant that merely 'masks' a smell is worthless. 'Tornado' destroys objectionable odors not by covering them up, but by destroying their cause, and thus guarantees a positive germicidal influence. * * *

For jails and prisons. In this connection it is the most effective disinfectant known, and to prison and jail authorities this preparation is a known and tried safeguard against infectious diseases. * * *

A powerful germicide. It is not alone an insecticide and vermin destroyer, but a powerful and effectual germicide—and purifies and disinfects. * * *

Although 'Tornado' is the most powerful germicide known, it is positively non-poisonous and absolutely safe to use under any and all conditions. * * * a potent preventive against the spread of contagious diseases. Prevents the spread of contagious disease. In this connection 'Tornado Bug Destroyer' ranks with formaldehyde, with the attendant advantage of its being non-poisonous and entirely safe to use. * * * Put disease germs to rout, and the air purify; Prevents the spread of contagion and epidemics defly.

Purifies drains, cellars, sinks, etc.

* * * It is also non-corrosive, is harmless to handle, and does not evaporate." were false and misleading, and by reason of the said statements, the article was labeled and branded so as to deceive and mislead the purchaser in that they represented that the articles, when used and applied in the method and manner as directed thereby would kill, destroy, and exterminate all kinds of bugs and all kinds of vermin; would be effective in preventing ants; would destroy all bad odors in and about rooms, houses and premises, and would make rooms sweet and wholesome under all conditions; would destroy all kinds of insects in and about the household and would destroy the larvæ and eggs of all such insects; would destroy all obnoxious odors and smells; would kill and destroy the germs of all diseases; would prevent all germ diseases and all contagious diseases and would prevent epidemics thereof; would exterminate fleas in rooms and households; would purify by virtue of its smell or odor; would be effective against all types and varieties of mange on domestic animals; would destroy and exterminate all kinds of bugs and insects and all kinds of insect life, all kinds of vermin, and all insect species; would destroy all objectionable odors and would purify the atmosphere in and about rooms and human habitations under all conditions and would destroy all unpleasant and unsavory odors in and about livery stables, groceries, restaurants, schools, and all other places; would destroy the germs of all kinds of diseases; would prevent all contagious diseases; would check the spread of and would prevent epidemics of all contagious diseases; and would be as effective in germicidal disinfecting properties as is formaldehyde, and that drains could be purified by the use and application of the said article, whereas, in fact and in truth, the said article would not be effective for the purposes for which it was recommended by the said statements.

Misbranding was alleged for the further reason that the above-quoted statements were false and misleading, and by reason thereof the said article was labeled and branded so as to deceive and mislead the purchaser in that the said statements represented that the article would purify by virtue of its smell or odor, that it was not poisonous or harmful, and that it was the most effective disinfectant known and was a powerful germicide, whereas, in fact and in truth, the said article would not purify by virtue of its smell or odor and was poisonous and harmful, it was not the most effective disinfectant known and was not a powerful germicide.

On December 12, 1921, the defendant entered a plea of guilty to the information, and the court imposed a fine of \$75 and costs.

C. F. MARVIN,

Acting Secretary of Agriculture.

752. Misbranding of "Reynold's Lice Killing Nest Eggs." U. S. * * *
v. Hermie B. Lewis (The H. B. Reynolds Mfg. Co.). Plea of guilty.
Fine, \$50 and costs. (I. & F. No. 917. Dom. No. 15039.)

On August 6, 1921, the United States attorney for the Southern District of Ohio, acting upon a report by the Secretary of Agriculture, filed in the District Court of the United States for said district an information against Hermie B. Lewis, trading as The H. B. Reynolds Manufacturing Company, Fredericktown, Ohio, alleging shipment by said defendant, in violation of the Insecticide Act of 1910, on or about June 28, 1919, from the State of Ohio into the State of Iowa, of a quantity of "Reynold's Lice Killing Nest Eggs," which was a misbranded insecticide and fungicide within the meaning of said act. The article was labeled in part,

(Carton) "Reynold's Nest Eggs * * * Use the same as any other nest egg * * * Contains no inert matter."

(Display cards) "Reynold's Lice Killing Nest Eggs—Serves as nest eggs and disinfectant—Pays to keep lice, vermin and disease from your poultry. Save your money and chickens by using Reynolds Lice Killing Nest Eggs, They will do it. Always at work. Try them. * * *."

Misbranding of the article was alleged in substance in the information for the reason that the above-quoted statements borne and printed on the cartons containing the said article and on the display cards accompanying the same, were false and misleading, and by reason thereof the article was labeled and branded so as to deceive and mislead the purchaser in that the said statements represented that the article, when used and applied in the method and manner as indicated and directed thereby, would disinfect poultry, would keep poultry free from disease, would keep poultry free from lice or other vermin that infest or affect poultry, and would be effective against lice or all other vermin that infest or affect poultry, and that the said article contained no inert matter, whereas, in fact and in truth, the article, when used and applied in the method and manner as directed by the said statements, would not disinfect poultry, would not keep poultry free from disease, would not keep poultry free from lice or other vermin that infest or affect poultry, and would not be effective against lice and all other vermin that infest or affect poultry, and the said article did consist completely of a substance, to wit, naphthalene, which said substance, when used and applied in the method and manner as indicated and directed by the said statements did not prevent, destroy, repel, or mitigate insects, to wit, lice and all other vermin which infest or affect poultry, and did not prevent, destroy, repel, or mitigate fungi, to wit, pathogenic fungi, which affect or infect poultry.

Misbranding was alleged for the further reason that the article consisted completely of an inert substance, to wit, naphthalene, which said inert substance, when used and applied in the method and manner as indicated and directed by the said statements borne on the said cartons and placards respectively, did not prevent, destroy, repel, or mitigate insects, to wit, insects and other vermin which affect poultry, and the name and percentage amount of the said inert substance were not stated plainly and correctly on each or any of the cartons containing the said article or on each or any label borne on or affixed to the said cartons or to the said "Reynold's Lice Killing Nest Eggs."

On December 12, 1921, a plea of guilty to the information was entered by the defendant, and the court imposed a fine of \$50 and costs.

C. F. MARVIN,

Acting Secretary of Agriculture.

753. Misbranding of powdered white hellebore. U. S. * * * v. J. E. Gould & Co. Plea of nolo contendere. Fine, \$25. (I. & F. No. 933. Dom. No. 15562.)

On November 8, 1920, the United States attorney for the District of Maine, acting upon a report by the Secretary of Agriculture, filed in the District Court of the United States for said district an information against J. E. Gould and Company, a corporation, Portland, Me., alleging shipment by said company, in violation of the Insecticide Act of 1910, on or about June 6, 1919, from the State of Maine into the State of New Hampshire, of a quantity of powdered white hellebore which was a misbranded insecticide within the meaning of the said act.

Misbranding of the article was alleged in the information for the reason that it consisted partially of inert substances, to wit, substances other than alkaloids of hellebore, which said inert substances do not prevent, destroy, repel, or mitigate insects, and the names and percentage amounts of the said inert ingredients so present therein were not plainly and correctly stated on each or any label affixed to each or any of the cartons containing the said article, nor in lieu thereof were the names and percentage amounts of each and every ingredient of the said article having insecticidal properties and the total percentage of the said inert ingredients so present in the said article stated plainly and correctly on each or any label affixed to each or any of the cartons containing the said article.

Misbranding was alleged for the further reason that the words and figures, to wit, "8 Oz. Net Weight," borne and printed on each of the labels affixed to each of the cartons containing the article, represented that the contents of each of the said cartons were, in terms of weight, 8 ounces of the said article, whereas the contents of the said cartons were not correctly stated on the outside

thereof in that, in fact and in truth, the contents of each of the said cartons were, in terms of weight, less than 8 ounces of the said article.

On December 7, 1921, a plea of nolo contendere to the information was entered on behalf of the defendant company, and the court imposed a fine of \$25.

C. F. MARVIN,

Acting Secretary of Agriculture.

754. Misbranding of powdered hellebore. U. S. * * * v. Charles Cook, Edward S. Everett, and Henry B. Pennell (Cook, Everett & Pennell). Nolle prossed as to Charles Cook and Henry B. Pennell. Plea of nolo contendere by defendant Everett. Fine, \$25. (I. & F. No. 938. Dom. No. 15561.)

On November 8, 1920, the United States attorney for the District of Maine, acting upon a report by the Secretary of Agriculture, filed in the District Court of the United States for said district an information against Charles Cook, Edward S. Everett and Henry B. Pennell, trading as Cook, Everett & Pennell, Portland, Me., alleging shipment by defendant, Edward S. Everett, in violation of the Insecticide Act of 1910, on or about June 12, 1919, from the State of Maine into the State of New Hampshire, of a quantity of powdered hellebore which was a misbranded insecticide within the meaning of the said act.

Misbranding of the article was alleged in the information for the reason that it consisted partially of inert substances, to wit, substances other than alkaloids of hellebore, which said inert substances do not prevent, destroy, repel, or mitigate insects, and the names and percentage amounts of the said inert substances or ingredients were not stated plainly and correctly, or at all, on each or any label affixed to each or any of the cartons containing the said article, nor, in lieu thereof, were the names and percentage amounts of each and every ingredient of the said article having insecticidal properties and the total percentage of the said inert ingredients so present therein stated plainly and correctly, or at all, on each or any label affixed to each or any of the said cartons.

Misbranding was alleged for the further reason that the statements regarding the article, borne and printed on each of the cartons containing the said article, to wit, "Powdered Hellebore * * * For destroying insects on plants, currant bushes, etc.," were false and misleading, and by reason thereof the said article was labeled and branded so as to deceive and mislead the purchaser in that the said statements represented that the article, when used and applied in the method and manner as directed thereby, would destroy all kinds of insects that infest plants and currant bushes, whereas, in fact and in truth, the said article, when used and applied in the method and manner as directed by the said statements, would not destroy all kinds of insects that infest plants and currant bushes.

On December 2, 1921, the case having been nolle prossed as to Charles Cook and Henry B. Pennell, defendant Edward S. Everett entered a plea of nolo contendere to the information, and the court imposed a fine of \$25.

C. F. MARVIN,

Acting Secretary of Agriculture.

755. Misbranding of "International Scaly Leg Ointment." U. S. * * * v. International Stock Food Company. Plea of guilty. Fine, \$12.50. (I. & F. No. 948. Dom. No. 15064.)

On May 17, 1921, the United States attorney for the District of Minnesota, acting upon a report by the Secretary of Agriculture, filed in the District Court of the United States for said district an information against the International Food Company, a corporation, trading at Minneapolis, Minn., alleging shipment by said company, in violation of the Insecticide Act of 1910, on or about April 10, 1919, from the State of Minnesota into the State of Washington, of a quantity of "International Scaly Leg Ointment," which was a misbranded insecticide within the meaning of said act.

Misbranding of the article was alleged in the information for the reason that the statement, to wit, "Contains 4 Oz.," borne and printed on each of the labels affixed to the cans containing the said article, represented that the contents of each of the said cans were, in terms of weight, four ounces avoirdupois of the article, whereas the contents of the said cans were not correctly stated on the outside thereof in that, in fact and in truth, the contents of each of the said cans were, in terms of weight, less than four ounces of the said article.

On October 3, 1921, a plea of guilty to the information was entered on behalf of the defendant company, and the court imposed a fine of \$12.50.

C. F. MARVIN,
Acting Secretary of Agriculture.

756. Adulteration and misbranding of "Nebraska Germicide Disinfectant Dip." U. S. * * * v. Nebraska Live Stock Remedy Co. Plea of guilty. Fine, \$5. (I. & F. No. 955. Dom. No. 15044.)

On June 21, 1921, the United States attorney for the District of Nebraska, acting upon a report by the Secretary of Agriculture, filed in the District Court of the United States for said district an information against the Nebraska Live Stock Remedy Company, a corporation, Fremont, Nebr., alleging shipment by said company, in violation of the Insecticide Act of 1910, on or about September 22, 1919, from the State of Nebraska into the State of Iowa, of a quantity of "Nebraska Germicide Disinfectant Dip," which was an adulterated and misbranded insecticide and fungicide within the meaning of said act.

Adulteration of the article was alleged in the information for the reason that the statements, regarding the article, borne and printed on the label affixed to the can containing the said article, to wit,

"Nebraska Germicide Disinfectant Dip * * * A successful germicide * * * A successful insecticide * * * A successful disinfectant * * * Phenols (by volume) 15 to 20%. Inert matter (water) not over 7%."

represented and professed that the standard and quality of the article were such that it contained phenols in a proportion of 15 to 20 per cent, by volume, which said phenols are effective in preventing, destroying, repelling, and mitigating insects that infest horses, cattle, hogs, sheep, and poultry and are effective in preventing, destroying, repelling, and mitigating fungi, to wit, pathogenic and putrefactive bacteria, and that the said article contained inert matter, to wit, water, which does not prevent, destroy, repel, or mitigate the said insects and fungi, in the proportion of not more than 7 per centum, whereas the strength and purity of the said article fell below the said professed standard and quality under which it was sold in that, in fact and in truth, it did contain phenols in a proportion of less than 15 per centum and did contain inert matter, to wit, water, in a proportion of more than 7 per centum.

Misbranding was alleged for the reason that the statements appearing on the said label, to wit,

"Nebraska Germicide Disinfectant Dip * * * Phenols (by volume) 15 to 20%. Inert Matter (water) not over 7%. * * *

A successful stock dip for hogs, cattle, sheep, poultry, etc. A successful germicide For washing wounds, cuts, etc. As a preventative and treatment of sheep scab and mange on all animals and in the eradication of germs. * * *

Directions for mixing or diluting. Always use soft water if possible, slightly warmed, so as not to chill the animal. Pour water on the dip instead of pouring the dip in the water. Use at the rate of 1 gallon of dip to 75 gallons of water where dipping tank is used, and keep animal in tank at least one minute. For bad cases of mange use 1 to 55." were false and misleading, and by reason of the said statements the article was labeled and branded so as to deceive and mislead the purchaser in that they represented that the article contained phenols in a proportion of 15 to 20 per centum, by volume, which said phenols are effective in preventing, destroying, repelling, and mitigating insects that infest horses, cattle, hogs, sheep, and poultry and are effective in preventing, destroying, repelling, and mitigating fungi, to wit, pathogenic and putrefactive bacteria, and that the said article contained inert matter, to wit, water, which does not prevent, destroy, repel, or mitigate the said insects and fungi, in a proportion of not more than 7 per centum, and that the said article, when used and applied in the method and manner and in the strength and proportion as directed by the said statements, would be an effective remedy in the treatment of all types and varieties of mange on domestic animals, whereas, in fact and in truth, the article did contain phenols in a proportion of less than 15 per centum, did contain inert matter, to wit, water, in a proportion of more than 7 per centum, and the said article, when used and applied in the method and manner and in the strength and proportion as directed by the said statements, would not be an effective remedy in the treatment of all types and varieties of mange on domestic animals.

Misbranding was alleged for the further reason that the article consisted partially of an inert substance, to wit, water, which said substance does not prevent, destroy, repel, or mitigate insects that infest horses, cattle, hogs, sheep, and poultry, and which does not prevent, destroy, repel, or mitigate fungi, to wit, pathogenic and putrefactive bacteria, and the name and percentage amount of the said inert substance or ingredient so present therein were not correctly stated on the label affixed to the can containing the said article, nor, in lieu thereof, were the names and percentage amounts of each and every ingredient of the article having insecticidal or fungicidal properties, and the total percentage of the inert substances or ingredients contained therein, stated plainly and correctly upon the label affixed to the said can.

On March 1, 1922, a plea of guilty to the information was entered on behalf of the defendant company, and the court imposed a fine of \$5.

C. F. MARVIN,

Acting Secretary of Agriculture.

757. Misbranding of "International Fly Way." U. S. * * * v. International Stock Food Co. Plea of guilty. Fine, \$12.50. (I. & F. No. 964. Dom. No. 15063.)

On May 17, 1921, the United States attorney for the District of Minnesota, acting upon a report by the Secretary of Agriculture, filed in the District Court of the United States for said district an information against the International Stock Food Company, a corporation, Minneapolis, Minn., alleging shipment by said company, in violation of the Insecticide Act of 1910, on or about April 10, 1919, from the State of Minnesota into the State of Washington, of a quantity of "International Fly Way," which was a misbranded insecticide within the meaning of said act.

Misbranding of the article was alleged in the information for the reason that it consisted partially of an inert substance, to wit, water, which said inert substance and ingredient does not prevent, destroy, repel, or mitigate insects that infest or annoy live stock, and the name and percentage amount of the said inert substance and ingredient were not stated plainly and correctly, or at all, on each or any label affixed to each or any of the cans containing the article nor, in lieu of the name and percentage amount of the said inert substance and ingredient, were the names and percentage amounts of each and every ingredient of the said article having insecticidal properties, and the total percentage of the inert ingredient so present therein, stated plainly and correctly, or at all, on each or any label affixed to each or any of the cans containing the said article.

On October 3, 1921, a plea of guilty to the information was entered on behalf of the defendant company, and the court imposed a fine of \$12.50.

C. F. MARVIN,

Acting Secretary of Agriculture.

758. Adulteration and misbranding of "Forma-Germkill Fumigator." U. S. * * * v. 12 Packages and 288 Packages of "Forma-Germkill Fumigator." Default decrees of condemnation, forfeiture, and destruction. (I. & F. Nos. 967, 968. S. Nos. 93, 94. Dom. Nos. 15701, 15705.)

On November 20, 1920, the United States attorney for the District of Indiana, acting upon a report by the Secretary of Agriculture, filed in the District Court of the United States for said district libels praying condemnation and forfeiture of 300 packages of "Forma-Germkill Fumigator." It was alleged in the libels that the article had been shipped by the Central City Chemical Company, Chicago, Ill., on or about September 28, 1920, from the State of Illinois into the State of Indiana, and that having been so transported it remained unsold in the original unbroken packages at Fort Wayne, Ind., that it was a fungicide within the meaning of the Insecticide Act of 1910, and that 12 packages thereof were adulterated and misbranded and that 288 packages thereof were misbranded within the meaning of said act.

Adulteration of the article contained in the said 12 packages was alleged in one of the libels for the reason that the statements, to wit, "Active Ingredients Formaldehyde not less than 60% Inert Ingredients, Water and Methyl Alcohol, Not more than 40%," borne and printed on each of the cartons inclosing each of the cans containing the said article, purported and professed that the standard and quality of the said article were such that it contained formaldehyde, which said formaldehyde did and does have the property of preventing, destroying, repelling, or mitigating fungi, to wit, pathogenic and putrefactive bacteria,

in a proportion not less than 60 per centum, and that it contained inert ingredients, that is to say, substances which do not prevent, destroy, repel, or mitigate fungi, to wit, pathogenic and putrefactive bacteria, in a proportion not greater than 40 per centum, whereas the strength and purity of the article fell below the said professed standard and quality in that it contained formaldehyde in a proportion less than 60 per centum and contained inert ingredients in a proportion greater than 40 per centum.

Misbranding of the article contained in the said 12 packages was alleged in the libel for the reason that the above-quoted statement regarding the article, borne and printed on each of the said cartons, and the statement, to wit, "The product in these Fumigators averages 35 per cent moisture, and not less than 65 per cent formaldehyde," borne and printed on a sheet or circular inclosed in each of the said cartons, were false and misleading, and by reason of the said statements the article was labeled and branded so as to deceive and mislead the purchaser in that the statements borne on the said carton represented that the said article contained formaldehyde in a proportion not less than 60 per centum, and that it contained inert ingredients, that is to say, substances which do not prevent, destroy, repel, or mitigate fungi, to wit, pathogenic and putrefactive bacteria, in a proportion not greater than 40 per centum, and in that the statements borne on the said sheet or circular represented that the said articles contained formaldehyde in a proportion not less than 65 per centum thereof, whereas, in fact, and in truth, the article did contain formaldehyde in a proportion less than 60 per centum or 65 per centum, and did contain inert ingredients in a proportion greater than 40 per centum.

Misbranding of the article contained in the 300 packages was alleged in the libels for the reason that the statements, to wit, "This Size No. 1 (or "5") Contains One Ounce (or "Five Ounces") of Formaldehyde Product of Volatile Consistency Shown on Top of Box Commonly Termed Solidified Formaldehyde," borne and printed on each of the respective-sized cartons inclosing each of the cans containing the article, represented and operated to state that the contents of each of the said packages were in terms of weight one ounce or five ounces, as the case might be, of the said article, whereas the contents of each of the said packages were not plainly and correctly stated on the outside of each or any of the said packages in that the contents of the said packages were, in fact and in truth, less than one ounce or five ounces, respectively.

On December 23, 1921, no claimant having appeared for the property, judgments of condemnation and forfeiture were entered; and it was ordered by the court that the product should be destroyed by the United States marshal.

C. F. MARVIN.

Acting Secretary of Agriculture.

759. Adulteration and misbranding of "Lion Brand Pure Paris Green."
U. S. * * * v. The James A. Blanchard Co. Plea of guilty.
Fine, \$50. (I. & F. No. 981. Dom. No. 14686.)

On April 11, 1921, the United States attorney for the Southern District of New York, acting upon a report by the Secretary of Agriculture, filed in the District Court of the United States for said district an information against The James A. Blanchard Company, a corporation, New York, N. Y., alleging shipment by said company, in violation of the Insecticide Act of 1910, on or about March 12, 1919, from the State of New York into the State of Massachusetts, of a quantity of "Lion Brand Pure Paris Green," which was an adulterated and misbranded insecticide within the meaning of said act.

Adulteration of the article was alleged in the information for the reason that a substance, to wit, sodium sulphate, had been mixed and packed with the said Paris Green so as to reduce, lower, and injuriously affect its quality and strength.

Misbranding was alleged for the reason that the statements regarding the article, to wit, "Warranted Strictly Pure Paris-Green Poison. * * * Lion Brand Pure Paris Green * * * Is strictly Pure. * * * The quality is guaranteed to conform to all Government and State Law regulating the manufacture and sale of Paris Green," borne and printed on each of the labels affixed to each of the packages containing the said articles, were false and misleading and by reason of the said statements the article was labeled and branded so as to deceive and mislead the purchaser in that they represented and professed that the said Paris green was strictly pure,

and that it conformed to all Government and State laws regulating the manufacture and sale of Paris green, whereas, in fact and in truth, the said article was not strictly pure, but was a Paris green that contained an excess of sodium sulphate, and the quality of the said Paris green was not such that it conformed to all Government and State laws regulating the manufacture and sale of Paris green.

On March 6, 1922, a plea of guilty to the information was entered on behalf of the defendant company, and the court imposed a fine of \$50.

C. F. MARVIN,
Acting Secretary of Agriculture.

760 Adulteration and misbranding of "Plantation Colic and Bots Remedy." U. S. * * * v. Van Vleet-Mansfield Drug Co., a corporation. Plea of guilty. Fine, \$50 and costs. (I. & F. No. 1002. Dom. No. 14907.)

On March 30, 1921, the United States attorney for the Western District of Tennessee, acting upon a report by the Secretary of Agriculture, filed in the District Court of the United States for said district an information against the Van Vleet-Mansfield Drug Company, a corporation, Memphis, Tenn., alleging shipment by said company, in violation of the Insecticide Act of 1910, on or about October 4, 1918, from the State of Tennessee into the State of Arkansas, of a quantity of "Plantation Colic and Bots Remedy," which was an adulterated and misbranded insecticide within the meaning of said act.

Adulteration of the articles was alleged in the information for the reason that the statement regarding the article, to wit, "Chloroform, $7\frac{1}{2}$ min. to ounce," borne and printed on each of the labels affixed to each of the bottles containing the said article, and the statement, to wit, "Chloroform $7\frac{1}{2}$ minims per Oz.," borne on the cartons containing the said bottles, purported and professed that the standard and quality of the said article were such that it contained chloroform in the proportion of $7\frac{1}{2}$ minims to each ounce thereof, whereas the strength and purity of the said article fell below the said professed standard and quality under which it was sold in that, in fact and in truth, it contained chloroform in a proportion of less than $7\frac{1}{2}$ minims to each ounce of the said article.

Misbranding was alleged for the reason that the statements regarding the article, to wit,

"Chloroform, $7\frac{1}{2}$ min to ounce. * * *

Plantation Colic and Bots Remedy For horses and mules

* * * Directions for colics * * * directions for bots"

borne on the labels affixed to each of the said bottles and the statements regarding the article, to wit,

"Chloroform $7\frac{1}{2}$ minims per Oz. * * *

The proprietors of this remedy confidently recommend this preparation as a thoroughly reliable antidote for colic and bots in horses and mules * * * We offer Plantation Colic and Bots Remedy as the * * * most reliable medicine of the kind on the market." borne on the said cartons, were false and misleading, and by reason of the said statements the article was labeled and branded so as to deceive and mislead the purchaser in that they represented that the article contained chloroform in the proportion of $7\frac{1}{2}$ minims to each ounce of the said article, and that when used as directed it would be effective in the treatment of colic and would be effective against bots in horses and mules, and that it was a reliable antidote and remedy for colic and bots in horses and mules, and that it was quick and safe in action, whereas, in fact and in truth, the said article contained chloroform in the proportion of less than $7\frac{1}{2}$ minims to each ounce thereof, and the said article, when used as directed, would not be effective in the treatment of colic, would not be effective against bots in horses and mules, and was not a reliable antidote and remedy for colic and bots in horses and mules, and the said article was not quick and safe in action.

On January 26, 1922, a plea of guilty to the information was entered on behalf of the defendant company, and the court imposed a fine of \$50 and costs.

C. F. MARVIN,
Acting Secretary of Agriculture.

761. Adulteration and misbranding of "Shores Louse Powder." U. S. * * * v. Shores-Mueller Co. Plea of guilty. Fine, \$60 and costs. (I. & F. No. 1014. Dom. No. 15857.)

On June 25, 1921, the United States attorney for the Northern District of Iowa, acting upon a report by the Secretary of Agriculture, filed in the District Court of the United States for said district an information against the Shores-Mueller Company, a corporation, Cedar Rapids, Iowa, alleging shipment by said company, in violation of the Insecticide Act of 1910, on or about October 17, 1919, from the State of Iowa into the State of Colorado, of a quantity of "Shores Louse Powder," which was an adulterated and misbranded insecticide within the meaning of said act.

Adulteration of the article was alleged in the information for the reason that the statement regarding the article, to wit, "Inert Matter 70%," borne and printed on each of the labels affixed to each of the cartons containing the said article, purported and professed that the standard and quality of the said article were such that it contained inert matter or substances, that is to say, substances that do not prevent, destroy, repel, or mitigate insects, in the proportion of not more than 70 per centum of the said article, whereas the strength and purity of the said article fell below the said professed standard and quality under which it was sold in that, in fact and in truth, it contained inert matter or substances in a proportion greater than 70 per centum of the said article.

Misbranding was alleged for the reason that the statements regarding the article, to wit, "Inert Matter 70% * * * Exterminates lice mites and fleas on poultry * * * and dogs," together with the statements in English and practically identical statements in German and Norwegian to wit.

"For * * * mites, sprinkle the powder freely in the nests and all cracks and crevices of the chicken house. * * *

For fleas on dogs, use the powder freely by dusting it well into the hair. Repeat every few days until the vermin disappear. * * *

For cucumber and squash bugs, sprinkle the plants freely with the powder. * * *" borne and printed on each of the labels affixed to each of the cartons containing the said article, were false and misleading, and by reason of the said statements the article was labeled and branded so as to deceive and mislead the purchaser in that they represented that the article contained inert matter or substances in the proportion of not more than 70 per centum thereof and that it was an effective remedy against mites on poultry and fleas on dogs and that it would exterminate lice, mites, and fleas on poultry and dogs and that when used and applied as directed it would be an effective remedy against mites that infest poultry, fleas on dogs, and all bugs and lice that infest or attack cucumber and squash plants, whereas, in fact and in truth, the said article did contain inert matter or substances in a proportion greater than 70 per centum thereof; it was not an effective remedy against mites on poultry and fleas on dogs, and would not be a sure exterminator of lice and mites and fleas on poultry and dogs; and the said article, when used and applied as directed, would not be an effective remedy against mites that infest poultry, would not be an effective remedy against fleas on dogs, and would not be an effective remedy against all bugs and lice that infest or attack cucumber and squash plants.

Misbranding was alleged for the further reason that the article consisted partially of inert substances, to wit, substances other than naphthaline, sulphur, and nicotine, which said inert substances or ingredients do not prevent, destroy, repel, or mitigate insects, and the name and percentage amount of each and every one of the inert substances or ingredients so present therein were not stated plainly and correctly on each or any label affixed to each or any of the cartons containing the said article, nor, in lieu thereof, were the names and percentage amounts of each and every substance or ingredient of the said article having insecticidal properties and the total percentage of the said inert substances or ingredients so present therein stated plainly and correctly on each or any label affixed to each or any of the said cartons.

On October 6, 1921, a plea of guilty to the information was entered on behalf of the defendant company, and the court imposed a fine of \$60 and costs.

C. F. MARVIN,
Acting Secretary of Agriculture.

762. Misbranding of "Dridip." U. S. * * * v. Ungles Hoggette Mfg. Co., Plea of nolo contendere. Fine, \$150. (I. & F. No. 1040. Dom. No. 15036.)

At the October, 1921, term of the United States District Court within and for the District of Nebraska, the United States attorney for said district, acting upon a report by the Secretary of Agriculture, filed in the district court aforesaid an information against the Ungles Hoggette Manufacturing Company, a corporation, Lincoln, Nebr., alleging shipment by said company, in violation of the Insecticide Act of 1910, on or about August 2, 1919, from the State of Nebraska into the State of Iowa, of a quantity of "Dridip," which was a misbranded insecticide and fungicide within the meaning of the said act.

Misbranding of the article was alleged in substance in the information for the reason that certain statements, regarding the said article, to wit,

"Dridip * * * is recommended for mange, itch, scab * * * Directions for use, for mange, itch * * * on cattle and horses * * * For horses and cattle * * * If case is a bad one * * *.

Dridip—Directions for swine * * * should be used as often as beds are renewed to get perfect disinfection * * * to disinfect pens where there has been cholera.

Dridip * * * Directions for use * * * for red and white mites, sprinkle liberally over floor of chicken house or barns * * * Directions for swine, sprinkle liberally * * * the fumes will be effective without absolute contact with the vermin * * * For sheep, treat immediately after shearing while the wool is short. Apply same as directed for swine.

For mites and lice on chickens, sprinkle on floor of the chicken house. For setting hens, place about what you can place on a dime in the bottom of nest * * *

For cucumber and melon vines cabbage plants, etc., sprinkle liberally on the ground about the plants." borne and printed on each of the labels affixed to each of the cartons containing the said article, were false and misleading, and by reason of the said statements the article was labeled and branded so as to deceive and mislead the purchaser, in that they represented and professed that the said article, when used as directed, would be effective in the treatment of mange, itch, and scab on live stock; would be effective in the treatment of mange and itch on cattle and horses and of the diseases and conditions of horses and cattle stated on the said labels; that it would give perfect disinfection of hogs and the beds of hogs; would disinfect pens where there had been cholera and would prevent the recurrence of cholera in said pens; and that when used as directed the said articles would be effective against red and white mites and all types and varieties of vermin that infest or attack swine; would be effective for all conditions applying to swine and all conditions applying to sheep named and specified on said label; would be an effective remedy against lice on chickens, all insects on cucumber and melon vines, cabbage plants, etc., and would be effective against all the various pests and troubles attacking or affecting cucumber or melon vines, cabbage plants, and other plants indicated by the abbreviation "etc.," whereas, in fact and in truth, the said article, when used as directed, would not be effective for the above-stated purposes for which it was recommended by the statements appearing on the labels affixed to the said cartons. Misbranding was alleged for the further reason that the statement regarding the article, to wit, "Directions for Swine * * * Dridip evaporates * * *," borne and printed on each of the said labels was false and misleading and by reason thereof the article was labeled and branded so as to deceive and mislead the purchaser in that the said statement represented that the article was a volatile substance, whereas, in fact and in truth, it was not a volatile substance.

Misbranding was alleged for the further reason that the article consisted partially of inert substances, to wit, substances other than naphthalene, nicotine, and a coal tar, which said inert substances do not prevent, destroy, repel, or mitigate insects or fungi, and the name and percentage amount of each and every one of the said inert substances or ingredients were not stated plainly and correctly, or at all, on each or any label affixed to each or any of the said cartons, nor, in lieu thereof, were the names and percentage amounts of each and every substance or ingredient of the said article having insecticidal or fungicidal properties, and the total percentage of the said inert substances or ingredients so present therein, stated plainly and correctly,

or at all, on each or any label affixed to each or any of the cartons containing the said article.

On January 7, 1922, a plea of *nolo contendere* to the information was entered on behalf of the defendant company, and on February 25, 1922, the court imposed a fine of \$150.

C. F. MARVIN.

Acting Secretary of Agriculture.

763. Adulteration and misbranding of "Sapozol." U. S. * * * v. Auto-Laks Mfg. Co. Plea of guilty. Fine, \$15. (I. & F. No. 1056. Dom. No. 16201.)

On or about November 21, 1921, the United States attorney for the Southern District of New York, acting upon a report by the Secretary of Agriculture, filed in the District Court of the United States for said district an information against the Auto-Laks Manufacturing Company, a corporation, New York, N. Y., alleging shipment by said company, in violation of the Insecticide Act of 1910, on or about May 12, 1920, from the State of New York into the State of New Jersey, of a quantity of "Sapozol," which was an adulterated and misbranded fungicide within the meaning of said act.

Adulteration of the article was alleged in the information for the reason that the statement regarding the said article, to wit, "Active Ingredients Cresols not less than 45%," borne and printed on each of the labels affixed to each of the cans containing the said article, purported and professed that it contained cresols in the proportion of not less than 45 per centum, whereas the strength and purity of the said article fell below the professed standard and quality under which it was sold in that, in fact and in truth, it contained cresols in a proportion less than 45 per centum.

Misbranding was alleged for the reason that the statements regarding the article, to wit, "Active Ingredients Cresols not less than 45%" and "Sapozol * * * makes a clear solution in water," borne on each of the said labels, were false and misleading, and by reason of the said statements the article was labeled and branded so as to deceive and mislead the purchaser in that they represented and professed that the article contained cresols in the proportion of not less than 45 per centum thereof, and that it would make a clear solution in water, whereas, in fact and in truth, the said article did contain cresols in a proportion less than 45 per centum and would not make a clear solution in water.

Misbranding was alleged for the further reason that the article consisted partially of an inert substance, to wit, water, which said inert substance does not prevent, destroy, repel, or mitigate fungi, and the name and the percentage amount of the said inert substance were not stated plainly and correctly on each or any of the labels affixed to each or any of the cans containing the said article, nor, in lieu thereof, were the names and percentage amounts of each and every ingredient of the article having fungicidal properties, and the total percentage of the said inert substance so present therein, stated plainly and correctly on each or any of the said labels.

On November 28, 1921, a plea of guilty to the information was entered on behalf of the defendant company, and the court imposed a fine of \$15.

C. F. MARVIN.

Acting Secretary of Agriculture.

764. Adulteration and misbranding of "Sulco V-B." U. S. * * * v. 2 Barrels of "Sulco V-B." Default decree of condemnation, forfeiture, and destruction. (I. & F. No. 1059. S. No. 107. Dom. Nos. 16502, 16504. S. No. 107.)

On June 16, 1921, the United States attorney for the Northern District of Georgia, acting upon a report by the Secretary of Agriculture, filed in the District Court of the United States for said district a libel praying condemnation and forfeiture of 2 barrels of "Sulco V-B." It was alleged in the libel that the article had been shipped on or about February 25, 1921, by the Cook & Swan Company, New York, N. Y., from the State of New Jersey into the State of Georgia, and that having been so transported it remained in the original unbroken packages near Cornelia, Ga., and that it was an adulterated and misbranded insecticide and fungicide within the meaning of the Insecticide Act of 1910.

Adulteration of the article was alleged in the libel for the reason that the statements regarding the said article, to wit, "Fish Oil 10% Crude Carbolic

Acid 5% Alkali 10% Inert Ingredients 67%," borne on each of the labels affixed to each of the barrels containing the article, purported and professed that the standard and quality of the said article were such that it did contain fish oil in the proportion of not less than 10 per centum, did contain crude carbolic acid in the proportion of not less than 5 per centum, did contain not less than the equivalent of 10 per centum of alkali, and did contain inert ingredients, that is to say, substances that do not prevent, destroy, repel, or mitigate insects or fungi, in the proportion of not more than 67 per centum, whereas the strength and purity of the said article fell below the said professed standard and quality under which it was sold in that, in fact and in truth, it did contain fish oil in a proportion of less than 10 per centum, and carbolic acid in a proportion less than 5 per centum, did contain less than the equivalent of 10 per centum of alkali, and did contain inert ingredients in a proportion greater than 67 per centum.

Misbranding was alleged for the reason that the above quoted statements regarding the article, borne on each of the said labels, were false and misleading, and by reason thereof the said article was labeled and branded so as to deceive and mislead the purchaser in that the said statements represented and professed that the article did contain fish oil in the proportion of not less than 10 per centum and carbolic acid in the proportion of not less than 5 per centum, did contain not less than the equivalent of 10 per centum of alkali, and did contain inert ingredients, that is to say, substances that do not prevent, destroy, repel, or mitigate insects or fungi, in the proportion of not more than 67 per centum, whereas, in fact and in truth, the said article did contain fish oil in a proportion less than 10 per centum and crude carbolic acid in a proportion less than 5 per centum, did contain less than the equivalent of 10 per centum of alkali, and did contain inert ingredients in a proportion greater than 67 per centum.

Misbranding was alleged for the further reason that the article consisted partially of inert substances, that is to say, substances other than sodium polysulphide, sodium thiosulphate, phenols, and soap, which said inert substances do not prevent, destroy, repel, or mitigate insects or fungi, and the name and percentage amount of each and every one of the said inert substances so present therein were not stated plainly and correctly on each or either label affixed to each or either of the barrels containing the said article, nor, in lieu thereof, were the names and percentage amounts of each and every substance or ingredient of the said article having insecticidal or fungicidal properties and the total percentage of the said inert substances so present therein stated correctly on each or either label affixed to each or either of the said barrels.

On November 14, 1921, no claimant having appeared for the property, judgment of condemnation and forfeiture was entered, and it was ordered by the court that the product should be destroyed by the United States marshal.

C. F. MARVIN,

Acting Secretary of Agriculture.

765. Adulteration and misbranding of "No. 1 Disinfectant." U. S. * * * v. 47 Cans of "No. 1 Disinfectant." Default decree of condemnation, forfeiture, and destruction. (I. & F. No. 1070. S. No. 114.)

On July 23, 1921, the United States attorney for the District of Massachusetts, acting upon a report by the Secretary of Agriculture, filed in the District Court of the United States for said district a libel praying condemnation and forfeiture of 47 cans of "No. 1 Disinfectant." It was alleged in the libel that the article had been shipped on or about June 21, 1921, by the Chemical Supply Company, Cleveland, Ohio, from the State of Ohio into the State of Massachusetts, and that having been so transported it remained unsold in the original unbroken packages at Boston, Mass., and that it was an adulterated and misbranded fungicide within the meaning of the Insecticide Act of 1910.

Adulteration of the article was alleged in the libel for the reason that the statement, regarding the article, to wit, "No. 1 Disinfectant—Inert Matter 8% Water," borne on each of the shipping cases containing the said cans, purported and professed that the standard and quality of the said article were such that it contained inert matter or substances, that is to say, substances that do not prevent, destroy, repel, or mitigate fungi, to wit, pathogenic and putrefactive bacteria, in a proportion of not more than 8 per centum, whereas the strength and purity of the said article fell below the professed standard and quality under which it was sold in that, in fact and in truth, it contained inert matter or substances in a proportion much greater than 8 per centum.

Misbranding was alleged for the reason that the said article consisted partially of inert substances or ingredients, to wit, water and mineral oil, which said substances do not prevent, destroy, repel, or mitigate fungi, to wit, pathogenic and putrefactive bacteria, and the names and percentage amounts of each of the said inert substances or ingredients so present therein were not stated plainly and correctly, or at all, on each or any label affixed to each or any of the cans containing the said article, nor, in lieu of the names and percentage amounts of the said inert substances or ingredients, were the names and percentage amounts of each and every ingredient of the said article having fungicidal properties, and the total percentage of the said inert substances or ingredients so present in the said article, stated plainly and correctly, or at all, on each or any label affixed to each or any of the cans containing the said article.

On November 14, 1921, no claimant having appeared for the property, judgment of condemnation and forfeiture was entered, and it was ordered by the court that the product should be destroyed by the United States marshal.

C. F. MARVIN,

Acting Secretary of Agriculture.

766. Adulteration and misbranding of "Coal Tar Disinfectant." U. S. v. 14 Barrels of "Coal Tar Disinfectant." Default decree of condemnation, forfeiture, and destruction. (I. & F. No. 1073. S. No. 116.)

On August 1, 1921, the United States attorney for the Northern District of Iowa, acting upon a report by the Secretary of Agriculture, filed in the District Court of the United States for said district a libel praying condemnation and forfeiture of 14 barrels of "Coal Tar Disinfectant." It was alleged in the libel that the article had been shipped by The Post Chemical Manufacturing Company, Cleveland, Ohio, from the State of Ohio into the State of Iowa, and that having been so transported it remained unsold in the original unbroken packages at Waterloo, Iowa, and that it was an adulterated and misbranded fungicide within the meaning of the Insecticide Act of 1910.

Adulteration of the article was alleged in the libel for the reason that the statement, to wit, "Coal Tar Disinfectant," borne on two of the barrels containing the said article and in the invoices transmitted by the consignor thereof describing the entire consignment of the said article, is commonly and generally understood and accepted to mean and to apply to a product which consists completely of a mixture of oils derived and produced from coal tar, together with soluble agents, and by reason of the said common and general understanding and acceptance of the said words the standard and quality of the said article were represented and professed to be such that it consisted completely of a mixture of oils derived and produced from coal tar, together with soluble agents, whereas the strength and purity of the said article fell below the said professed standard and quality under which it was sold, in that, in fact and in truth, it did not consist completely of a mixture of oils derived and produced from coal tar, together with soluble agents, but did contain and consist partially of an inert substance, to wit, mineral oil. Adulteration was alleged for the further reason that the statement, to wit, "Coal Tar Disinfectant" borne on each of the said labels and in each of the said invoices is commonly and generally understood and accepted to mean and to apply to a product which consists completely of a mixture of oils derived and produced from coal tar, together with soluble agents, whereas, in fact and in truth, the said article did not consist completely of a mixture of oils derived and produced from coal tar, together with soluble agents, but a substance, to wit, mineral oil, had been substituted in part for the said article.

Misbranding of the article was alleged in substance for the reason that the statement, "Coal Tar Disinfectant Inert Matter not to Exceed 10%," borne on each of the labels attached to two of the barrels containing the said article, was false and misleading, and by reason thereof the article was labeled and branded so as to deceive and mislead the purchaser in that the said statement represented that the article contained in each of the said two barrels contained inert matter, or ingredients, that is to say, substances that do not prevent, destroy, repel, or mitigate fungi, to wit, pathogenic and putrefactive bacteria, in a proportion not to exceed 10 per centum, and that the article contained in each of the said two barrels was composed entirely of a mixture of oils derived and produced from coal tar, together with soluble agents, whereas, in fact and in truth, the article contained in the said two barrels did contain inert matter or ingre-

dients in a proportion much greater than 10 per centum thereof, and was not composed entirely of a mixture of oils derived and produced from coal tar, together with soluble agents, but was composed of a mixture of oils derived from coal tar, together with soluble agents, and mineral oil.

Misbranding was alleged for the further reason that the statement, "Coal Tar Disinfectant," borne on the said labels and in the said invoices, is commonly and generally understood and accepted to mean and to apply to a mixture of oils derived and produced from coal tar, together with soluble agents, whereas, in fact and in truth, the said article was not a coal-tar disinfectant, but was a mixture of oils derived and produced from coal tar, together with soluble agents, and mineral oil, and by reason of the said statement and said composition the article was an imitation of and was offered for sale under the name of another article, to wit, "Coal Tar Disinfectant."

Misbranding was alleged for the further reason that the article consisted partially of inert substances or ingredients, to wit, water and mineral oil, which said inert substances or ingredients do not prevent, destroy, repel, or mitigate fungi, to wit, pathogenic and putrefactive bacteria, and the names and percentage amounts of each and every one of the inert substances or ingredients so present therein were not stated plainly and correctly on each or any label borne on or affixed to each or any of the barrels containing the article, nor, in lieu thereof, were the names and percentage amounts of each and every substance or ingredient of the article having fungicidal properties, and the total percentage of the said inert substances or ingredients so present therein, stated plainly and correctly on each or any label borne on or affixed to each or any of the said barrels.

On December 6, 1921, no claimant having appeared for the property, judgment of condemnation and forfeiture was entered, and it was ordered by the court that the product should be destroyed by the United States marshal.

C. F. MARVIN,

Acting Secretary of Agriculture.

767. Adulteration and misbranding of "Soluble Pine Compound." U. S. * * * v. One Barrel of "Soluble Pine Compound." Default decree of condemnation, forfeiture, and destruction. (I. & F. No. 1083. Dom. No. 16631. S. No. 127.)

On August 29, 1921, the United States attorney for the District of Minnesota, acting upon a report by the Secretary of Agriculture, filed in the District Court of the United States for said district a libel praying condemnation and forfeiture of one barrel of "Soluble Pine Compound." It was alleged in the libel that the article had been shipped on or about August 13, 1921, by The Chemical Supply Company, Cleveland, Ohio, from the State of Ohio into the State of Minnesota, and that having been so transported it remained unsold at St. Paul, Minn., and that it was an adulterated and misbranded fungicide within the meaning of the Insecticide Act of 1910.

Adulteration of the article was alleged in the libel for the reason that the statement, regarding the said article, to wit, "Soluble Pine Compound—Inert Matter 8% Water," borne on the label of the barrel containing the said article, purported and professed that the standard and quality of the article were such that it contained inert matter or substances, to wit, water, that is to say, substances that do not prevent, destroy, repel, or mitigate fungi, to wit, pathogenic and putrefactive bacteria, in a proportion of not more than 8 per centum, whereas, the strength and purity of the said article fell below the professed standard and quality under which it was sold in that, in fact and in truth, it did contain inert matter in a proportion much greater than 8 per centum. Adulteration was alleged for the further reason that the said statement, to wit, "Soluble Pine Compound," and the statement, to wit, "Soluble Pine Oil Disinfectant," borne on the invoice transmitted by the said consignor describing the said article, purported and represented and are commonly and generally understood and accepted to mean and to apply to a substance or substances obtained and produced from pine trees, together with soluble agents, and by reason of the said common and general understanding of the said statements the said article was represented to consist entirely of a substance or substances obtained and produced from the pine trees, together with soluble agents, whereas, in fact and in truth, the said article did not consist entirely of a substance or substances obtained and produced from pine trees, together with soluble agents, but another substance, to wit, mineral oil, had been substituted in part for the said article.

Misbranding was alleged for the reason that the statement, to wit, "Soluble Pine Compound," borne on the label of the said barrel, was false and misleading, and by reason thereof the article was labeled and branded so as to deceive and mislead the purchaser in that the said statement purported and represented that the said article was composed entirely of a substance or substances obtained and produced from pine trees, together with soluble agents, whereas, in fact and in truth, it was not but was composed of mineral oil, pine oil, soap, and water. Misbranding was alleged for the further reason that the said article consisted partially of inert substances or ingredients, to wit, water and mineral oil, which said substances do not prevent, destroy, repel, or mitigate fungi, to wit, pathogenic and putrefactive bacteria, and the names and percentage amounts of each and every one of the said inert substances or ingredients so present therein were not stated plainly and correctly on any label borne on or affixed to the said barrel containing the article, nor, in lieu of the names and percentage amounts of the said inert substances, were the names and percentage amounts of each and every ingredient of the article having fungicidal properties, and the total percentage of the said inert substances or ingredients, so present in the said article, stated plainly and correctly on any label borne on or affixed to the said barrel.

On February 11, 1922, no claimant having appeared for the property, judgment of condemnation and forfeiture was entered, and it was ordered by the court that the product should be destroyed by the United States marshal.

C. F. MARVIN,

Acting Secretary of Agriculture.

768. Adulteration and misbranding of "Soluble Pine Oil Disinfectant," U. S. * * * v. 2 Drums of "Soluble Pine Oil Disinfectant." Default decree of condemnation, forfeiture, and destruction. (I. & F. No. 1084. S. No. 128.)

On August 31, 1921, the United States attorney for the Northern District of Alabama, acting upon a report by the Secretary of Agriculture, filed in the District Court of the United States for said district a libel praying condemnation and forfeiture of 2 drums of "Soluble Pine Oil Disinfectant." It was alleged in the libel that the article had been shipped on or about July 26, 1921, by the Chemical Supply Company, Cleveland, Ohio, from the State of Ohio into the State of Alabama, and that having been so transported it remained unsold at Birmingham, Ala., and that it was an adulterated and misbranded fungicide within the meaning of the Insecticide Act of 1910, and that it was invoiced as "Soluble Pine Oil Disinfectant."

Adulteration of the article was alleged in the libel for the reason that the words, to wit, "Soluble Pine Oil Disinfectant," borne on the invoice covering and describing the said article, were commonly and generally understood and accepted to mean and to apply to a substance or substances obtained and produced from pine trees, together with soluble agents, and by reason of the general understanding and acceptance of the said words the standard and quality of the article were represented to be such that it consisted entirely of a substance or substances obtained and produced from pine trees, together with soluble agents, whereas the strength and purity of the said article fell below the professed standard and quality under which it was sold in that, in fact and in truth, it did not consist entirely of a substance or substances obtained and produced from pine trees, together with soluble agents, but did contain and consist partially of a substance, to wit, mineral oil. Adulteration was alleged for the further reason that a substance, to wit, mineral oil, had been substituted in part for the said article.

Misbranding was alleged for the reason that the article consisted partially of inert substances or ingredients, to wit, water and mineral oil, which said substances do not prevent, destroy, repel, or mitigate fungi, to wit, pathogenic and putrefactive bacteria, and the names and percentage amounts of each and every one of the said inert substances or ingredients so present therein were not stated plainly and correctly or at all on each or any label borne on or affixed to each or either of the drums containing the said article, nor, in lieu thereof, were the names and percentage amounts of each and every ingredient of the said article having fungicidal properties, and the total percentage of the said inert substances or ingredients so present in the said article, stated plainly and correctly or at all on each or any label borne on or affixed to each or either of the said drums.

On March 8, 1922, no claimant having appeared for the property, judgment of condemnation and forfeiture was entered, and it was ordered by the court that the product should be destroyed by the United States marshal.

C. F. MARVIN,
Acting Secretary of Agriculture.

769. Adulteration and misbranding of "No. 206 Miscible Pine Disinfectant." U. S. * * * v. One Drum of "No. 206 Miscible Pine Disinfectant." Decree ordering release of the product under bond. (I. & F. No. 1036. Dom. No. 16443. S. No. 129.)

On August 31, 1921, the United States attorney for the Western District of Pennsylvania, acting upon a report by the Secretary of Agriculture, filed in the District Court of the United States for said district a libel praying condemnation and forfeiture of one drum of "No. 206 Miscible Pine Disinfectant." It was alleged in the libel that the article had been shipped on or about June 4, 1921, by the Hunt Manufacturing Company, Cleveland, Ohio, from the State of Ohio into the State of Pennsylvania, and that having been so transported it remained unsold at Pittsburgh, Pa., and that it was an adulterated and misbranded fungicide within the meaning of the Insecticide Act of 1910.

Adulteration of the article was alleged in the libel for the reason that the statement regarding the article, to wit, "Contains inert substance water not more than 10 per cent," appearing in the label borne on the drum containing the said article, purported and professed that the standard and quality of the said article were such that it contained inert substances, that is to say, substances that do not prevent, destroy, repel, or mitigate fungi, to wit, pathogenic and putrefactive bacteria, in a proportion of not more than 10 per centum, whereas the strength and purity of the said article fell below the professed standard and quality under which it was sold in that, in fact and in truth, the said article contained inert substances in a proportion much greater than 10 per centum, to wit, 45 per centum.

Misbranding of the article was alleged for the reason that the article consisted partially of inert substances or ingredients, to wit, water and mineral oil, which said substances do not prevent, destroy, repel, or mitigate fungi, to wit, putrefactive and pathogenic bacteria, and the names and percentage amounts of each and every one of the said inert substances or ingredients so present therein were not stated plainly and correctly on any label borne on or affixed to the drum containing the said article, nor, in lieu thereof, were the names and percentage amounts of each and every ingredient of the said article having fungicidal properties and the total percentage of the said inert substances or ingredients so present in the said article stated plainly and correctly on any label borne on or affixed to the said drum.

On December 23, 1921, the Hunt Manufacturing Company, Cleveland, Ohio, having entered an appearance as claimant for the property and having prayed leave to file a bond for the release of the product, judgment of the court was entered ordering that the said product should be released to the said claimant upon payment of the costs of the proceedings and the execution of a bond in the sum of \$65, in conformity with Section 10 of the act, conditioned, in part, that the product should not be disposed of contrary to law, State or Federal.

C. F. MARVIN,
Acting Secretary of Agriculture.

770. Misbranding of "Glidden Dry Powdered Arsenate of Lead." U. S. * * * v. The Glidden Company. Plea of guilty. Fine, \$200. (I. & F. No. 1090. Dom. No. 16078.)

On December 2, 1921, the United States attorney for the Eastern District of Pennsylvania, acting upon a report by the Secretary of Agriculture, filed in the District Court of the United States for said district an information against The Glidden Company, a corporation, trading at Reading, Pa., alleging shipment by said company, in violation of the Insecticide Act of 1910, on or about January 15, 1921, from the State of Pennsylvania into the State of Oregon, of a quantity of "Glidden Dry Powdered Arsenate of Lead," which was a misbranded insecticide within the meaning of said act.

Misbranding of the article was alleged in the information for the reason that the statements regarding the article, to wit, "Total Arsenic (as metallic) (not less than) 20.2% Arsenic Oxide (As_2O_3) (not less than) 31.0%," borne and printed on each of the labels affixed to each of the packages containing

the said article, were false and misleading, and by reason thereof the said article was labeled and branded so as to deceive and mislead the purchaser in that the said statements represented and professed that the article contained total arsenic, equivalent to and expressed as metallic arsenic, in a proportion of not less than 20.2 per centum, and that it contained arsenic oxide (As_2O_3) in a proportion of not less than 31 per centum, whereas, in fact and in truth, the said article contained total arsenic, equivalent to and expressed as metallic arsenic, in a proportion of less than 20.2 per centum and contained arsenic oxide in a proportion of less than 31 per centum.

On December 2, 1921, a plea of guilty to the information was entered on behalf of the defendant company, and the court imposed a fine of \$200.

C. F. MARVIN,

Acting Secretary of Agriculture.

771. Adulteration and misbranding of "Soluble Pine Compound." U. S. * * * v. One Barrel of "Soluble Pine Compound." Default decree of condemnation, forfeiture, and destruction. (I. & F. No. 1092. Dom. No. 16645. S. No. 134.)

On September 28, 1921, the United States attorney for the Western District of Wisconsin, acting upon a report by the Secretary of Agriculture, filed in the District Court of the United States for said district a libel praying condemnation and forfeiture of one barrel of "Soluble Pine Compound." It was alleged in the libel that the article had been shipped on or about May 17, 1921, by the Chemical Supply Company, Cleveland, Ohio, from the State of Ohio into the State of Wisconsin, and that having been so transported it remained unsold at La Crosse, Wis., and that it was an adulterated and misbranded fungicide within the meaning of the Insecticide Act of 1910.

Adulteration of the article was alleged in the libel for the reason that the words regarding the said article, to wit, "Soluble Pine Compound Inert Matter 8% Water," appearing in the label borne on the barrel containing the said article, purported and professed that the standard and quality thereof were such that it contained inert matter or substances, that is to say, substances that do not prevent, destroy, repel or mitigate fungi, to wit, pathogenic and putrefactive bacteria, in a proportion of not more than 8 per centum, whereas the strength and purity of the said article fell below the professed standard and quality under which it was sold in that, in fact and in truth, it did contain inert matter or substances in a proportion much greater than 8 per centum. Adulteration was alleged for the further reason that the words regarding the article, to wit, "Soluble Pine Compound," appearing in the said label, and the words regarding the said article, to wit, "Soluble Pine Oil Disinfectant," borne on the invoice covering and describing the said article, purported and represented and are commonly and generally understood and accepted to mean and to apply to a substance or substances obtained and produced from pine trees, together with soluble agents, and by reason of the said common and general understanding and acceptance of the said words the article was represented to consist entirely of a substance or substances obtained and produced from pine trees, together with soluble agents, whereas, in fact and in truth, the said article did not consist entirely of a substance or substances obtained and produced from pine trees, together with soluble agents, but another substance, to wit, mineral oil, had been substituted in part for the said article.

Misbranding was alleged for the reason that the words regarding the article, to wit, "Soluble Pine Oil Disinfectant," borne on the said invoice, are commonly and generally understood and accepted to mean and to apply to a mixture consisting entirely of oils obtained and produced from pine trees, together with soluble agents, and by reason of the said words and the said common and general understanding and acceptance thereof the said article was represented to consist entirely of a mixture of oils obtained and produced from pine trees, together with soluble agents, whereas, in fact and in truth, the said article was not a soluble pine oil disinfectant, but was a mixture of oils obtained and produced from pine trees, together with soluble agents, and mineral oil, and by reason of the said words and by reason of the said composition the said article was an imitation of and was offered for sale and sold under the name of another article, to wit, "Soluble Pine Oil Disinfectant."

Misbranding was alleged for the further reason that the article consisted partially of inert substances, or ingredients, to wit, water and mineral oil, which said substances do not prevent, destroy, repel, or mitigate fungi, to wit,

pathogenic and putrefactive bacteria, and the names and percentage amounts of each and every one of the said inert substances or ingredients so present therein were not stated plainly and correctly on any label borne on or affixed to the barrel containing the said article, nor, in lieu thereof, were the names and percentage amounts of each and every ingredient of the said article having fungicidal properties and the total percentage of the said inert substances or ingredients so present therein stated plainly and correctly on any label borne on or affixed to the barrel containing the said article.

On January 11, 1922, no claimant having appeared for the property, judgment of condemnation and forfeiture was entered, and it was ordered by the court that the product should be destroyed by the United States marshal.

C. F. MARVIN,

Acting Secretary of Agriculture.

772. Misbranding of "Glidden No-Fly." U. S. * * * v. A. Wilhelm Co.
Plea of guilty. Fine, \$200. (I. & F. No. 1093. Dom. No. 16169.)

On December 2, 1921, the United States attorney for the Eastern District of Pennsylvania, acting upon a report by the Secretary of Agriculture, filed in the District Court of the United States for said district an information against the A. Wilhelm Company, a corporation, Reading, Pa., alleging shipment by said company, in violation of the Insecticide Act of 1910, on or about February 24, 1921, from the State of Pennsylvania into the State of Missouri, of a quantity of "Glidden No-Fly," which was a misbranded insecticide within the meaning of said act.

Misbranding of the article was alleged in the information for the reason that the statements, regarding the said article, to wit, "Repellent to lice in stables and poultry houses * * * For Poultry Houses—Remove straw from nests and spray walls, ceilings, nests and roosts thoroughly," borne on each of the labels affixed to each of the cans containing the said article, were false and misleading, and by reason thereof the said article was labeled and branded so as to deceive and mislead the purchaser in that the said statements represented and professed that the article, when used as directed, would be an effective remedy against chicken lice, whereas, in fact and in truth, the said article, when used as directed, would not be an effective remedy against chicken lice.

Misbranding was alleged for the further reason that the article consisted partially of an inert substance, to wit, water, which said inert substance does not prevent, destroy, repel, or mitigate insects, and the name and percentage amount of the said inert substance so present therein were not stated plainly and correctly, or at all, on each or any label borne on or affixed to each or any of the cans containing the said article, nor, in lieu thereof, were the names and percentage amounts of each and every substance or ingredient of the article having insecticidal properties and the total percentage of the said inert substance so present therein stated plainly and correctly, or at all, on each or any label borne on or affixed to each or any of the cans containing the said article.

On December 2, 1921, a plea of guilty to the information was entered on behalf of the defendant company, and the court imposed a fine of \$200.

C. F. MARVIN,

Acting Secretary of Agriculture.

773. Adulteration and misbranding of "Coal Tar Compound." U. S. * * * v. 3 Barrels of "Coal Tar Compound." Default decree of condemnation, forfeiture, and destruction. (I. & F. No. 1099. Dom. No. 16650. S. No. 138.)

On October 24, 1921, the United States attorney for the Western District of Wisconsin, acting upon a report by the Secretary of Agriculture, filed in the District Court of the United States for said district a libel praying condemnation and forfeiture of 3 barrels of "Coal Tar Compound." It was alleged in the libel that the article had been delivered for shipment by the Chemical Supply Company, Cleveland, Ohio, in response to an order from the consignee thereof for "3 barrels of #1 Coal Tar Dip," and that it had been shipped on or about September 21, 1921, and transported from the State of Ohio into the State of Wisconsin, and that having been so transported it remained unsold at La Crosse, Wis., and that it was an adulterated and misbranded insecticide and fungicide within the meaning of the insecticide Act of 1910.

Adulteration of the articles was alleged in substance in the libel for the reason that it had been sold as "#1 Coal Tar Dip," a term commonly and gen-

erally understood and accepted to mean and to apply to a mixture consisting entirely of oils obtained and produced from coal tar, together with soluble agents, and by reason of the said sale the article was represented to consist entirely of a mixture of oils obtained and produced from coal tar, together with soluble agents, whereas the strength and purity of the said article did not fall below the professed standard and quality under which it was sold in that, in fact and in truth, the article did not consist entirely of a mixture of oils obtained and produced from coal tar, together with soluble agents, but did consist of a mixture of oils obtained and produced from coal tar, together with soluble agents, and mineral oil. Adulteration was alleged for the further reason that another substance, to wit, mineral oil, had been substituted in part for the article, to wit, "**#1 Coal Tar Dip.**"

Misbranding was alleged for the reason that the article had been sold as "**#1 Coal Tar Dip.**" a term commonly and generally understood and accepted to mean and to apply to a mixture consisting entirely of oils obtained and produced from coal tar, together with soluble agents, and by reason of the said sale and the common and general understanding and acceptance of the said words, the article was represented to consist entirely of a mixture of oils obtained and produced from coal tar, together with soluble agents, whereas, in fact and in truth, the said article was not "**#1 Coal Tar Dip.**" but was a mixture of oils obtained and produced from coal tar, together with soluble agents, and mineral oil, and by reason of the said sale of the article as "**#1 Coal Tar Dip.**" it was an imitation and was offered for sale under the name of another article, to wit, "**#1 Coal Tar Dip.**"

On January 11, 1922, no claimant having appeared for the property, judgment of condemnation and forfeiture was entered, and it was ordered by the court that the product should be destroyed by the United States marshal.

C. F. MARVIN,

Acting Secretary of Agriculture.

674. Adulteration and misbranding of "Naco Calcium Arsenate." U. S. * * * v. Nitrate Agencies Co. Plea of guilty. Fine, \$50. (I. & F No. 1101. Dom. No. 15625.)

On January 19, 1922, the United States attorney for the Southern District of New York, acting upon a report by the Secretary of Agriculture, filed in the District Court of the United States for said district an information against the Nitrate Agencies Company, a corporation, trading at New York, N. Y., alleging shipment by said company, in violation of the Insecticide Act of 1910, on or about December 17, 1919, from the State of New York into the State of Texas, of a quantity of "Naco Calcium Arsenate," which was an adulterated and misbranded insecticide within the meaning of said act.

Adulteration of the article was alleged in the information for the reason that it was intended for use on vegetation and contained a substance or substances which, when applied to certain vegetation in the manner and form and in the strengths and proportions as directed, would be injurious to such vegetation.

Misbranding was alleged for the reason that the statements regarding the article, to wit,

"For ordinary purposes use 1 to 1½ lbs. to a 50 gal bbl. of water. * * * For use against the potato bug and other large external leaf-eating insects, use 2 to 2½ lbs. per 50 gals."

"As a dust: For truck use ordinarily 3 to 3½ lbs. per acre applied with a good dust-gun or blower," borne on each of the labels affixed to each of the cans containing the said article, were false and misleading, and by reason thereof the article was labeled and branded so as to deceive and mislead the purchaser in that the said statements purported and represented that the article, when used as directed, could be safely used on the foliage of all plants and could be safely used as a dust on all truck crops, whereas, in fact and in truth, the said article, when used as directed, could not be safely used on the foliage of all plants and could not be safely used on all truck crops, but the said article would be seriously injurious to the foliage of many plants and to the foliage of certain truck crops.

On March 6, 1922, a plea of guilty to the information was entered on behalf of the defendant company, and the court imposed a fine of \$50.

C. F. MARVIN,

Acting Secretary of Agriculture.

**775. Adulteration and misbranding "Chlorinated Lime." U. S. * * *
v. 20 Cases of "Chlorinated Lime." Default decree of condemna-
tion, forfeiture, and destruction. (I. & F. No. 730. Dom. No. 15225.
S. No. 58.)**

On June 23, 1919, the United States attorney for the District of New Jersey, acting upon a report by the Secretary of Agriculture, filed in the District Court of the United States for said district a libel praying condemnation and forfeiture of 20 cases of "Chlorinated Lime." It was alleged in the libel that the said cases contained 500 cans of the said article, that it had been shipped on or about April 2, 1919, by the Columbia Chemical Works, Chicago, Ill., from the State of Illinois into the State of New Jersey, and that having been so transported it remained unsold in the original unbroken packages at Newark, N. J., and that it was an adulterated and misbranded fungicide within the meaning of the Insecticide Act of 1910.

Adulteration of the article was alleged in the libel for the reason that certain statements, designs, and devices borne and printed on each of the labels affixed to the cans containing the said article, to wit, "Available Chlorine not less than 30% Inert Ingredients not more than 70%," purported and professed that the standard and quality of the said article were such that it contained available chlorine in proportion not less than 30 per centum and that it contained inert ingredients, that is to say, substances which do not prevent destroy, repel, or mitigate fungi, to wit, pathogenic and putrefactive bacteria, in a proportion not greater than 70 per centum, whereas the strength and purity of the said article fell below the said professed standard and quality in that, in fact and in truth, it did contain available chlorine in a proportion less than 30 per centum and did contain inert ingredients in a proportion greater than 70 per centum.

Misbranding was alleged for the reason that the statements, designs, and devices regarding the said article and the ingredients and substances contained therein, to wit, "Available Chlorine not less than 30% Inert Ingredients not more than 70%," borne and printed on each of the labels affixed to each of said cans, were false and misleading, and by reason thereof the said article was labeled and branded so as to deceive and mislead the purchaser in that they represented that the said article contained available chlorine in a proportion not less than 30 per centum and that it contained inert ingredients, that is to say, substances which do not prevent, destroy, repel, or mitigate fungi, to wit, pathogenic and putrefactive bacteria, in a proportion not greater than 70 per centum, whereas, in fact and in truth, the said article did contain available chlorine in a proportion less than 30 per centum, and did contain inert ingredients, in a proportion greater than 70 per centum.

On July 11, 1921, no claimant having appeared for the property, judgment of condemnation and forfeiture was entered, and it was ordered by the court that the product should be destroyed by the United States marshal.

C. F. MARVIN,
Acting Secretary of Agriculture.





